

1 THE HONORABLE HONORABLE ROBERT S. LASNIK
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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 ROXANNE HELLING,

Plaintiff,

11 NO. 2:16-cv-00478-RSL

12 v.
13 ALASKA AIRLINES, INC.,

Defendant.

14 STIPULATED PROTECTIVE ORDER

15 1. PURPOSES AND LIMITATIONS

16 Discovery in this action is likely to involve production of confidential, proprietary, or
17 private information for which special protection may be warranted. Accordingly, the
18 parties hereby stipulate to and petition the court to enter the following Stipulated
19 Protective Order. The parties acknowledge that this agreement is consistent with LCR
20 26(c). It does not confer blanket protection on all disclosures or responses to discovery,
21 the protection it affords from public disclosure and use extends only to the limited
22 information or items that are entitled to confidential treatment under the applicable legal
23 principles, and it does not presumptively entitle parties to file confidential information
24 under seal.

25 2. "CONFIDENTIAL" MATERIAL

26 "Confidential" material shall include the following documents and tangible things

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[4827-0710-7900]

LAW OFFICES
GORDON THOMAS HONEYWELL LLP
1201 PACIFIC AVENUE, SUITE 2100
POST OFFICE BOX 1157
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1 produced or otherwise exchanged:

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3 • Medical and Health care records

4 • Personnel records;

5 • Payroll information;

6 • Salary information;

7 • Salary guidelines and pay-grade levels;

8 • Social Security numbers;

9 • Financial information;

10 • Business information of Defendant that is not in the public domain and

11 that is reasonably and in good faith believed by the Defendant to contain

12 trade secret, proprietary, private, or highly-sensitive information.

13 3. SCOPE

14 The protections conferred by this agreement cover not only confidential material

15 (as defined above), but also (1) any information copied or extracted from confidential

16 material; (2) all copies, excerpts, summaries, or compilations of confidential material;

17 and (3) any testimony, conversations, or presentations by parties or their counsel that

18 might reveal confidential material. However, the protections conferred by this

19 agreement do not cover information that is in the public domain or becomes part of the

20 public domain through trial or otherwise.

22 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

23 4.1 Basic Principles. A receiving party may use confidential material that is

24 disclosed or produced by another party or by a non-party in connection with this case only

25 for prosecuting, defending, or attempting to settle this litigation. Confidential material

26 may be disclosed only to the categories of persons and under the conditions described in

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1 this agreement. Confidential material must be stored and maintained by a receiving party
2 at a location and in a secure manner that ensures that access is limited to the persons
3 authorized under this agreement.

4 4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
5 ordered by the court or permitted in writing by the designating party, a receiving party may
6 disclose any confidential material only to:

7 (a) the receiving party's counsel of record in this action, as well as
8 employees of counsel to whom it is reasonably necessary to disclose the information for
9 this litigation;

10 (b) the officers, directors, and employees (including in house counsel)
11 of the receiving party to whom disclosure is reasonably necessary for this litigation,
12 unless the parties agree that a particular document or material produced is for
13 Attorney's Eyes Only and is so designated;

14 (c) experts and consultants to whom disclosure is reasonably necessary
15 for this litigation and who have signed the "Acknowledgment and Agreement to Be
16 Bound" (Exhibit A);

17 (d) the court, court personnel, and court reporters and their staff;

18 (e) copy or imaging services retained by counsel to assist in the
19 duplication of confidential material, provided that counsel for the party retaining the
20 copy or imaging service instructs the service not to disclose any confidential material to
21 third parties and to immediately return all originals and copies of any confidential
22 material;

23 (f) during their depositions, witnesses or potential witnesses in the

1 action to whom disclosure is reasonably necessary and who have signed the
2 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by
3 the designating party or ordered by the court;

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) the videographer who videotapes Confidential Information at a
7 deposition in this litigation;

8 (i) any mediator in this litigation, and employees and personnel of said
9 mediator;

10 (j) any other individuals agreed to in writing by the designating party.

11 4.3 Filing Confidential Material. Before filing confidential material or discussing
12 or referencing such material in court filings, the filing party shall confer with the
13 designating party to determine whether the designating party will remove the confidential
14 designation, whether the document can be redacted, or whether a motion to seal or
15 stipulation and proposed order is warranted. Local Civil Rule 5(g) sets forth the
16 procedures that must be followed and the standards that will be applied when a party
17 seeks permission from the court to file material under seal.

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
20 party or non-party that designates information or items for protection under this
21 agreement must take care to limit any such designation to specific material that qualifies
22 under the appropriate standards. The designating party must designate for protection
23 only those parts of material, documents, items, or oral or written communications that

1 qualify, so that other portions of the material, documents, items, or communications for
2 which protection is not warranted are not swept unjustifiably within the ambit of this
3 agreement.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations that
5 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
6 to unnecessarily encumber or delay the case development process or to impose
7 unnecessary expenses and burdens on other parties) expose the designating party to
8 sanctions.

9
10 If it comes to a designating party's attention that information or items that it
11 designated for protection do not qualify for protection, the designating party must
12 promptly notify all other parties that it is withdrawing the mistaken designation.

13
14 5.2 Manner and Timing of Designations. Except as otherwise provided in this
15 agreement (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
16 stipulated or ordered, disclosure or discovery material that qualifies for protection under
17 this agreement must be clearly so designated before or when the material is disclosed or
18 produced.

19
20 (a) Information in documentary form: (e.g., paper or electronic
21 documents and deposition exhibits, but excluding transcripts of depositions or other
22 pretrial or trial proceedings), the designating party must affix the word "CONFIDENTIAL"
23 to each page that contains confidential material. If only a portion or portions of the
24 material on a page qualifies for protection, the producing party also must clearly identify
25 the protected portion(s) (e.g., by making appropriate markings in the margins). 

26 (b) Testimony given in deposition or in other pretrial or trial

1 proceedings: the parties must identify on the record, during the deposition, hearing,
2 or other proceeding, all protected testimony, without prejudice to their right to so
3 designate other testimony after reviewing the transcript. Any party or non-party may,
4 within fifteen days after receiving a deposition transcript, designate portions of the
5 transcript, or exhibits thereto, as confidential.

6 (c) Other tangible items: the producing party must affix in a prominent
7 place on the exterior of the container or containers in which the information or item is
8 stored the word "CONFIDENTIAL." If only a portion or portions of the information or
9 item warrant protection, the producing party, to the extent practicable, shall identify
10 the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
13 failure to designate qualified information or items does not, standing alone, waive the
14 designating party's right to secure protection under this agreement for such material.
15 Upon timely correction of a designation, the receiving party must make reasonable
16 efforts to ensure that the material is treated in accordance with the provisions of this
17 agreement.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
21 confidentiality at any time. Unless a prompt challenge to a designating party's
22 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
23 unnecessary economic burdens, or a significant disruption or delay of the litigation, a
24 party does not waive its right to challenge a confidentiality designation by electing not to
25 mount a challenge promptly after the original designation is disclosed.

1 6.2 Meet and Confer. The parties must make every attempt to resolve any
2 dispute regarding confidential designations without court involvement. Any motion
3 regarding confidential designations or for a protective order must include a certification,
4 in the motion or in a declaration or affidavit, that the movant has engaged in a good faith
5 meet and confer conference with other affected parties in an effort to resolve the dispute
6 without court action. The certification must list the date, manner, and participants to the
7 conference. A good faith effort to confer requires a face-to-face meeting or a telephone
8 conference.

9
10 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
11 intervention, the designating party may file and serve a motion to retain confidentiality
12 under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The
13 burden of persuasion in any such motion shall be on the designating party. Frivolous
14 challenges, and those made for an improper purpose (e.g., to harass or impose
15 unnecessary expenses and burdens on other parties) may expose the challenging party to
16 sanctions. All parties shall continue to maintain the material in question as confidential
17 until the court rules on the challenge.

18
19 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
20 LITIGATION

21 If a party is served with a subpoena or a court order issued in other litigation that
22 compels disclosure of any information or items designated in this action as
23 "CONFIDENTIAL," that party must:

24 (a) promptly notify the designating party in writing and include a copy
25 of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or

1 order to issue in the other litigation that some or all of the material covered by the
2 subpoena or order is subject to this agreement. Such notification shall include a copy
3 of this agreement; and

4 (c) cooperate with respect to all reasonable procedures sought to be
5 pursued by the designating party whose confidential material may be affected.

6 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
8 confidential material to any person or in any circumstance not authorized under this
9 agreement, the receiving party must immediately (a) notify in writing the designating
10 party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized
11 copies of the protected material, (c) inform the person or persons to whom unauthorized
12 disclosures were made of all the terms of this agreement, and (d) request that such
13 person or persons execute the "Acknowledgment and Agreement to Be Bound" that is
14 attached hereto as Exhibit A.

15 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
16 MATERIAL

17 When a producing party gives notice to receiving parties that certain inadvertently
18 produced material is subject to a claim of privilege or other protection, the obligations of
19 the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
20 This provision is not intended to modify whatever procedure may be established in an e-
21 discovery order or agreement that provides for production without prior privilege review.
22 Parties shall confer on an appropriate non-waiver order under Fed. R. Evid. 502.

10. NON TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, consultant and expert work product, and other discovery, to be retained for the purposes of effectuating any judgment, or to be retained by either party as part of the complete client file, which that party's counsel may maintain for up to seven years, even if such materials contain confidential material.

The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a Court orders otherwise.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

GORDON THOMAS HONEYWELL LLP

DATED: February 14, 2017

By: /s/ James W. Beck

James W. Beck, WSBA No. 34208

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Attorneys for Plaintiff

DAVIS WRIGHT TREMAINE LLP

DATED: February 14, 2017

By: /s/ John Hodges-Howell

John Hodges-Howell, WSBA No. 42151

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Harry J.F. Korrell, WSBA No. 23173

Attorneys for Defendant

1 PURSUANT TO STIPULATION IT IS SO ORDERED:

2 DATED: Feb. 16, 2017

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The Honorable Robert S. Lasnik
United States District Judge

Robert S. Lasnik

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address]. declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington on [date] in the case *Roxanne Helling v. Alaska Airlines, Inc.*, Case No. 2:16-cv-00478-RSL. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State Where sworn and signed: _____

Printed Name: _____

Signature: _____